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~~FILED~~ ~~U.S. DISTRICT COURT~~ ~~NORTHERN DISTRICT OF CALIFORNIA~~

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Attorneys for Defendants,
 EFORCITY CORPORATION,
 ACCSTATION INC., ITRIMMING INC.
 and EVERYDAYSOURCE INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

APPLE INC., a California corporation,

 Plaintiff,

 v.

Civil Action No. CV10-03216 JF (HRL)

**FINAL JUDGMENT AND PERMANENT
 INJUNCTION ON CONSENT**

EFORCITY CORPORATION, a California
 corporation; ACCSTATION INC., a
 California corporation; ITRIMMING INC., a
 California corporation;
 EVERYDAYSOURCE INC., a California
 corporation; UNITED INTEGRAL INC., a
 California corporation; CRAZYONDIGITAL,
 INC., a California corporation; and

FINAL JUDGMENT AND INJUNCTION UPON CONSENT
 CASE NO. 10-CV-03216 JF (HRL)



1 BOXWAVE CORPORATION, a Nevada
 2 corporation; and DOES 1 through 20,
 3 inclusive,
 4 Defendants.

5 On July 22, 2010, Plaintiff Apple Inc. ("Apple") filed suit against Defendants eForCity
 6 Corporation, Accstation Inc., Itrimming Inc., and Everydaysource Inc., (collectively
 7 "Defendants") alleging infringement of Apple's intellectual property (the "Action"). On April
 8 25, 2011, Defendants answered Apple's complaint. Apple and Defendants (collectively, the
 9 "Parties") have agreed to settle the claims asserted in the Complaint as well as additional claims
 10 as set forth herein. In accordance with the terms of the Parties' Settlement Agreement entered
 11 into contemporaneously herewith, the Parties hereby agree to entry of a Final Judgment and
 12 Permanent Injunction Upon Consent ("Injunction") as set forth herein, and further agree and
 13 stipulate that, upon confirmation by this Court, it is hereby ordered, adjudged, and decreed that:

14 1. All terms defined in this Injunction shall be so defined when used
 15 anywhere in this Injunction. Additionally, as used in this Injunction, the following capitalized
 16 terms shall have the meanings set forth below:

17 a. "Person" means any individual, partnership, association,
 18 corporation, limited liability company, trust, or any other form of legal entity.

19 b. "Control" means, with respect to any Person, the ability to control,
 20 manage, direct or otherwise materially influence the management, direction, operations or policies
 21 of such Person, whether by ownership of voting securities, by contract or otherwise.

22 c. "Copyrights" means Apple's copyrighted works as depicted in
 23 Exhibit A.

24 d. "Defendants" means eForCity Corporation, Accstation Inc.,
 25 Itrimming Inc., and Everydaysource Inc. and each of their predecessors, successors, assigns,
 26 affiliates, members, officers, managers, agents, servants, employees, representatives, or any Person
 27 who had or has Control of any of Defendants, is Controlled by any of Defendants, or is under
 28



1 common control with any of Defendants, and all other Persons in active concert or participation
2 with any of them.

3 e. "Patents" means U.S. Patent Nos. 7,305,506; 7,517,222; 7,529,870;
4 7,529,872; 7,580,255; 7,587,540; 7,590,783; 7,627,343; D469,753; D515,070; D578,110;
5 D588,545; D589,491; D596,616; and D596,621.

6 f. "Trademarks" means the trademarks set forth in Exhibit B.

7 **JUDGMENT**

8 2. This Court has jurisdiction over Defendants and the subject matter of this
9 Action and Injunction. Venue is proper in this Court.

10 3. Apple is the owner of the Patents, Copyrights and Trademark, which are
11 infringed by Defendants.

12 4. In full settlement of all claims raised in this Action, the Parties have
13 entered into a Settlement Agreement with an execution date of September 22, 2011 (the
14 "Settlement Agreement").

15 5. Defendants now stipulate and agree that judgment may be and hereby is
16 entered in Apple's favor for all products made, used, sold, offered for sale, or imported into the
17 United States by Defendants that infringe the Patents, Copyrights, and Trademarks. Defendant
18 shall permanently cease and desist from any further infringement of the Patents, Copyrights, and
19 Trademarks.

20 6. The Parties waive any right to appeal this Final Judgment and Injunction.

21 7. The Parties shall each bear their own fees and costs in this Action.

22 8. The Court will retain continuing jurisdiction for purposes of interpreting
23 and enforcing this Final Judgment and Injunction and all disputes that may arise relating to the
24 Settlement Agreement.

25 9. The Clerk shall enter this Injunction pursuant to Rule 58 of the Federal
26 Rules of Civil Procedure.



PERMANENT INJUNCTION

Wherefore, the Parties stipulate to entry of the following permanent injunction:

10. Except as licensed by Apple, Defendants shall refrain from and are permanently enjoined from:

a. Making, using, offering to sell, selling or importing into the United States the following products or any products that are not colorably different from the following products (collectively, the “Infringing Products”) until the expiration of each identified patent:

(i) Regarding U.S. Patent No. 7,627,343, any product that uses a 30-pin connector system to communicate with any Apple product, including but not limited to DAPPIPODCC07, DAPPIPODCC08, DAPPIPODCC09, DAPPIPODCC10, DAPPIPODTC12, DAPPIPODTC13, CAPPIPHODAT2, CAPPIPHODAT4, CAPPIPHODAT5, DAPPIPODCR10, DAPPIPODCR11, DAPPIPODCR12, CAPPIPHOCRA2, DAPPIPODDA15, DAPPIPODDAT3, DAPPIPODDAT2, DAPPIPODDAT4, DAPPIPODDA11, DAPPIPODFM05, DAPPIPODFM07, DAPPIPODFM08, DOTHXXXXFM12, DOTHXXXXFM15, DOTHXXXXFM17, DOTHXXXXFM19, DOTHXXXXFM21, DOTHXXXXFM22, DAPPIPODSPK1, DOTHXXXXSP18, CAPPIPHOPHC1, CAPPIPHOLI02, CAPPIPHOLI06, CAPPIPHOAD07 and CAPPIPHOAD08;

(ii) Regarding U.S. Patent Nos. 7,305,506; 7,587,540; 7,590,783; 7,529,870; and 7,529,872, CAPPIPHOCRA2, DAPPIPODCR10, DAPPIPODCR11, DAPPIPODCR12, DAPPIPODFM05, DAPPIPODFM07, DAPPIPODFM08, DOTHXXXXFM12, DOTHXXXXFM15, DOTHXXXXFM17, DOTHXXXXFM19, DOTHXXXXFM21, and DOTHXXXXFM22;

(iii) Regarding U.S. Patent No. 7,580,255, DAPPIPODCR10 and DAPPIPODCR11;

(iv) Regarding U.S. Patent No. 7,517,222, PAPPMC13TC01;

(v) Regarding U.S. Patent No. D469,753, COTHXXXXHS53;



(vi) Regarding U.S. Patent No. D515,070, COTHXXXXHS60,
COTHXXXXHS61, and COTHXXXXHS76;

(vii) Regarding U.S. Patent No. D578,110, DAPPIPODCR10
and DAPPIPODCR11;

(viii) Regarding U.S. Patent No. D588,545, CAPPIPHODAT4,
DAPPIPODDA15, and DAPPIPODDAT3;

(ix) Regarding U.S. Patent No. D596,616, COTHXXXXHS82;
and

(x) Regarding U.S. Patent No. D596,621, DAPPIPODCR10,
DAPPIPODCR11, and DAPPIPODCR12;

b. Any use of the Trademarks and/or the Copyrights in any period
during which Defendants are not in full compliance with the Apple's Guidelines for Using Apple
Trademarks and Copyrights, attached as Exhibit C; and,

c. Assisting, aiding or abetting any person or entity engaging in or
performing any act prohibited by this paragraph.

11. Defendants, within thirty (30) calendar days of entry of this Injunction, shall
provide written assurance under penalty of perjury, to Apple's counsel of record in the Action, that
they have come into compliance with the Apple trademark guidelines attached as Exhibit C.

ON BEHALF OF THE PARTIES:

Dated: October 25, 2011

KILPATRICK TOWNSEND AND STOCKTON LLP

By: /s/ Andrew T. Oliver

THEODORE T. HERHOLD

ANDREW T. OLIVER

ROBERT D. TADLOCK

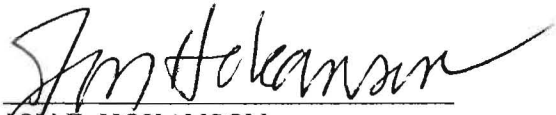
Attorneys for Plaintiff APPLE INC.

Dated: October 22, 2011

LEWIS BRISBOIS BISGAARD & SMITH LLP



By:


JON E. HOKANSON
ALAN J. HAUS
Attorneys for Defendants EFORCITY
CORPORATION, ACCSTATION INC.,
ITRIMMING INC. and EVERYDAYSOURCE
INC.

PURSUANT TO STIPULATION, IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: December 1, 2011



THE HON. JEREMY FOGEL
United States District Judge



EXHIBIT A
COPYRIGHTED WORKS



EXHIBIT B
TRADEMARKS

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Mac
iPod
iPhone
iPad
iTunes
Support

Apple Trademark List

The following is a list of Apple's trademarks and service marks.

When using the marks in publications that will be distributed only in the United States, include the appropriate TM, SM, or ® symbol on first use. For publications that will be distributed outside the United States, do not include trademark symbols. Instead use the appropriate trademark attribution notice, for example: Mac and Mac OS are trademarks of Apple Inc., registered in the U.S. and other countries.

The list also includes one or more suggested generic terms for each trademark. For all publications, include an appropriate generic term after the trademark the first time it appears. Thereafter, the generic term should appear frequently with the trademark. (Note: These generic terms are only suggestions, and there may be other words that are equally appropriate.)

Remember that trademarks are adjectives, and cannot be made plural or possessive.

For more information on how to use Apple's trademarks, refer to the document titled, "Guidelines for Using Apple Trademarks," or contact the Trademark Department by e-mail at appletm@apple.com.

The absence of a product or service name or logo from this list does not constitute a waiver of Apple's trademark or other intellectual property rights concerning that name or logo.

APPLE'S TRADEMARKS	GENERIC TERM(S)
AirMac®	wireless hardware/software solution
AirPlay®	software feature
AirPort®	wireless hardware/software solution
AirPort Express®	wireless hardware/software solution
AirPort Extreme®	wireless hardware/software solution
AirPrint™	software feature
AirTunes®	application program
A.Pack®	software feature
Aperture®	application program
Apple®	computers, computer software, computer peripherals, etc.
Apple logo®	
Apple IIGS™	computer
AppleCAT®	application program
AppleCD SC®	CD-ROM drive
Apple Cinema Display®	computer monitor
AppleFund™	reimbursement program
AppleLink™	communication network/computer software
Apple Media Series™	training materials
Apple Remote Desktop™	remote desktop software
AppleScript®	application program
AppleScript Studio®	development software
AppleShare®	server software
Apple Studio Display™	computer monitor
AppleTalk®	network system
Apple TechStep™	diagnostic software

Legal Information

End User Software License Agreements

Hardware Warranties

iPhone Warranty
Original iPhone
iPhone 3G
Privacy Policy

iTunes Store Terms

Sales Policies

Apple Global Online Support site (AGOS)
English
Français (French)
Deutsch (German)
日本語 (Japanese)

Apple Online Store

Apple Online Store for K12 Schools

Apple Online Store for Higher Education

Retail Store

Apple Online Store for Education Individuals

Apple Authorized U.S. Reseller

Service Products

AppleCare Protection Plan for 1:1 Learning Solutions (PDF)

AppleCare Service Plan

AppleCare Protection Plan

AppleCare Protection Plan for iPhone

AppleCare Protection Plan for iPad

AppleCare Repair Agreement

AppleCare Parts Agreement

Bomgar Remote Support Software

AppleCare Premium Service and Support Plan Terms
and Conditions

AppleCare Technical Support Services Terms and Conditions

Remote Support Terms and Conditions

(Bomgar Software) (PDF)

Terms of Service

Web Site Terms and Conditions of Use

Apple Print Services Terms of Use

Apple Print Services Sales Policies & Ordering Information

MobileMe Terms of Service

iWork.com Public Beta Terms of Service

One to One Terms and Conditions

ProCare Terms and Conditions

iChat Account Terms of Service

iTunes Store Terms of Service

iTunes Store Gift Certificates and Allowances Terms
and Conditions

iTunes Store Terms of Sale

Discussions Terms and Conditions

Repair Terms and Conditions

iPhone Service

Retail Store Service

General Service (English)

General Service (Dutch)

General Service (Spanish)

General Service (Italian)

General Service (Japanese)

General Service (German)

General Service (Swedish)

General Service (French)

Express Replacement Service for iPhone

In Warranty Terms and Conditions

Out of Warranty Terms and Conditions

Training Service Terms and Conditions

Policies

Apple TV®	digital media extender
AppleVision™	computer display
AppleWorks®	application program
Aqua®	user interface
Audio Units logo™	
Back to My Mac®	software feature
Bonjour®	networking technology
Bonjour logo®	
Boot Camp®	application program
Capitals®	computer font
Carbon®	software technology
Charcoal®	computer font
Chicago®	computer font
Cinema Tools™	application program
Claris®	software
Cocoa®	software technology
Cocoa Touch®	software technology
ColorSync®	application program
ColorSync logo®	
Cover Flow®	application program
Dashcode®	developer software
DVD@CCESS™	software feature
DVD Studio Pro®	application program
Educator Advantage™	marketing program
EdView®	Web portal
eMac®	computer
Encyclomedia®	CD-ROM bundle
Enterprise Objects™	computer software
Enterprise Objects Framework™	computer software
EtherTalk®	interface card/network
Exposé®	computer software
Extensions Manager™	system software
FaceTime®	video calling
FairPlay®	software technology
FileVault®	application program
Final Cut®	application program
Final Cut Pro®	application program
Final Cut Studio®	application program
Finder®	operating system software
FireWire®	serial bus
FireWire compliance logo™	
FireWire logo™	
FireWire symbol®	
FontSync®	application program
Gadget™	computer font
GarageBand®	application program
Geneva®	computer font
HyperCard®	application program

Unsolicited Idea Submission Policy

Privacy Policy

Trademark, Copyright and Intellectual Property

Trademark List

Copyright

Apple Web Badges

Piracy Prevention

Guidelines for Trademarks and Copyrights

FileMaker Legal Information

NeXT Trademark List

Training and Certification Agreements and Policies

Legal Contacts

Export Compliance

Supplier Provisions

HyperTalk®	application program
iBook®	computer
iBooks®	application program
iCal®	application program
iChat®	application program
iCloud®	online services
iDVD®	application program
iFrame Logo™	video format
iLife®	suite of application programs
iMac®	computer
ImageWriter®	printer
iMovie®	application program
Inkwell®	application program
Instruments®	developer software
Inter-Poll®	application program
iPad®	mobile digital device
iPhone®	mobile digital device
iPhoto®	application program
iPod®	mobile digital device
iPod classic®	mobile digital device
iPod Hi-Fi®	speakers
iPod nano®	mobile digital device
iPod shuffle®	mobile digital device
iPod Socks®	holder for computer hardware and consumer electronics
iPod touch®	mobile digital device
iSight®	camera
iTunes®	application program
iTunes Logo™	application program
iTunes Pass®	online store
iWeb™	application program
iWork®	suite of application programs
Jam Pack®	computer software
Keychain®	operating system feature
Keynote®	application program
LaserWriter™	printer
Leopard®	operating system software
LiveType®	application program
LocalTalk®	computer cable system/network
Logic®	application program
Logic Studio®	application program
Mac®	computer
Mac logo®	
MacApp®	application program
MacBook®	computer
MacBook Air®	computer
MacDNS®	application program
Macintosh®	computer
Macintosh Products Guide®	online catalog

Mac OS®	operating system software
MacPAD™	application program
MacTCP®	application program
MacTest™	application program
Made for iPad logo™	
Made for iPhone logo™	
Made for iPod logo®	
MagSafe®	power adapters
MainStage®	application program
Monaco®	computer font
MPW®	application program
Multi-Touch™	touchscreen interface
NetInfo™	computer software
Newton™	operating system software
New York®	computer font
Numbers®	application program
Objective-C®	computer software
OfflineRT™	software feature
Open Directory logo™	
OpenCL™	software technology
OpenPlay®	application program
Pages®	application program
Panther®	operating system software
Photo Booth®	application program
Photocasting™	digital content delivery service
Pixlet®	compression application program
Podcast Logo®	application feature
PowerBook®	computer
Power Mac®	computer
ProDOS™	operating system software
Quartz®	graphics and display technology
QuickDraw®	application program
QuickTime®	application program
QuickTime Broadcaster™	application program
QuickTime logo®	
QuickTime TV™	Internet broadcast network
Retina™	display
Rosetta®	application program
SADE®	application program
Safari®	application program
Sand®	computer font
Shake®	application program
Sherlock®	application program
Shuffle™	mobile digital device
Skia™	computer font
SnapBack™	application feature
Snow Leopard®	operating system software
Soundtrack®	application program

Spaces®	operating system feature
Spotlight®	software utility
StyleWriter™	printer
SuperDrive®	computer media device
Techno™	computer font
Textile®	computer font
Think different®	slogan
Tiger®	computer operating system software
Time Capsule®	wireless hard drive/Wi-Fi base station
Time Machine®	application program
TrueType®	font technology
Tubes®	cases for computer hardware and consumer electronics
Ultrabeat®	software feature
Velocity Engine®	vector processing unit
WaveBurner®	application program
WebObjects®	software
WebScript™	computer software
Works with iMovie logo™	
Works with iPhone logo®	
Xcode®	developer software
Xgrid®	application program
Xsan®	application program
Xserve®	server

APPLE'S SERVICE MARKS	GENERIC TERM(S)
A Comprehensive Study of Final Cut Pro™	training course
A Comprehensive Study of iLife™	training course
A Comprehensive Study of Motion™	training course
A Comprehensive Study of Shake™	training course
ACOT™ (Apple Classrooms of Tomorrow)	education services
ACOT™	education services
ACTC Boot Camp™	training course
Administering Final Cut Server™	training course
Advanced Editing Techniques in Final Cut Pro™	training course
Advanced Techniques in Logic Pro™	training course
An Introduction to Administering Final Cut Server™	training course
An Introduction to Aperture™	training course
An Introduction to Color™	training course
An Introduction to Color Correction in Final Cut Studio™	training course
An Introduction to DVD Studio Pro™	training course
An Introduction to Final Cut Pro™	training course
An Introduction to Final Cut Pro, Prime Time™	training course
An Introduction to Final Cut Express™	training course
An Introduction to GarageBand™	training course
An Introduction to iLife™	training course
An Introduction to iWork™	training course
An Introduction to Logic Express and Logic Pro™	training course
An Introduction to Motion™	training course

An Introduction to Sound Editing in Final Cut Studio™	training course
An Introduction to Soundtrack Pro™	training course
An Overview of Final Cut Pro™	training course
An Overview of Final Cut Server™	training course
App Store™	online store
Apple®	various services
AppleCare®	service and support programs
Apple Certified Trainer™	certification services
Apple Consultants Network™	consultant services
Apple Desktop Service Certification™	training course
Apple Desktop Service Lab™	training course
Apple iServices®	Internet services
Apple Portable Service Certification™	training course
Apple Portable Service Lab™	training course
Apple Store®	retail store services
Complete My Album®	feature of online store
Final Cut Pro Advanced Editing™	training course
Genius Bar®	service and support program
Genius Bar logo®	service and support program
iAd™	mobile advertising platform
iBookstore™	online store
iDisk®	online services
Introduction to Mac OS X™	training course
iMix®	feature of online store
Indie Spotlight™	feature of online store
The iTunes Download®	radio show, podcast
iTunes Extras®	online store
iTunes LP™	online store
iTunes Music Store®	online music store
iTunes Plus®	feature of online store
iTunes Store®	online store
.Mac®	online services
Mac App Store™	online store
Mac.com®	Email service
Mac Integration Basics 10.6™	training course
Mac OS X Advanced Administration™	training course
Mac OS X Deployment™	training course
Mac OS X Directory Services™	training course
Mac OS X Security & Mobility™	training course
Mac OS X Server Essentials™	training course
Mac OS X Support Essentials™	training course
MobileMe®	online services
Motion Graphics and Effects in Final Cut Studio™	training course
onetoone®	service and support program
ProCare®	service and support program
Shop different™	slogan
Vingle®	feature of online store
Xsan for Pro Video™	training course

Xsan 2 Administration™	training course
Xsan 2 for Pro Video™	training course

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SPECIAL COMMENTS

If you have any questions or comments regarding the list, please send us an e-mail at appletm@apple.com.

This list includes updates as of May 19, 2011.

EXHIBIT C

GUIDELINES FOR USING APPLE TRADEMARKS AND COPYRIGHTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28





Mac
iPod
iPhone
iPad
iTunes
Support

Guidelines for Using Apple Trademarks and Copyrights

(Formerly entitled Guidelines for Third Parties Using Apple Trademarks and Copyrights)

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1. Advertising, Promotional, and Sales Materials: Only Apple and its authorized resellers and licensees may use the Apple Logo in advertising, promotional, and sales materials. Apple Authorized Resellers may use the Apple Logo only as specified in their reseller agreement and the [Apple Corporate Identity Guidelines for Resellers](#) and such use must always be in conjunction with the appropriate terms that define the relationship authorized by their contract with Apple. For example:

Authorized Reseller

Authorized Value Added Reseller

Authorized Service Provider

Authorized Wholesaler

2. Compatibility: Developers may use Apple, Macintosh, iMac, or any other Apple word mark (but not the Apple Logo or other Apple-owned graphic symbol/logo) in a **referential phrase** on packaging or promotional/advertising materials to describe that the third party product is compatible with the referenced Apple product or technology, provided they comply with the following requirements.

- The Apple word mark is not part of the product name.
- The Apple word mark is used in a referential phrase such as "runs on," "for use with," "for," or "compatible with."
- The Apple word mark appears less prominent than the product name.
- The product is in fact compatible with, or otherwise works with, the referenced Apple product.
- The reference to Apple does not create a sense of endorsement, sponsorship, or false association with Apple or Apple products or services.

Legal Information

End User Software License Agreements

Hardware Warranties

iPhone Warranty
Original iPhone
iPhone 3G
Privacy Policy

iTunes Store Terms

Sales Policies

Apple Global Online Support site (AGOS)
English
Français (French)
Deutsch (German)
日本語 (Japanese)

Apple Online Store

Apple Online Store for K12 Schools

Apple Online Store for Higher Education

Retail Store

Apple Online Store for Education Individuals

Apple Authorized U.S. Reseller

Service Products

AppleCare Protection Plan for 1:1 Learning Solutions (PDF)

AppleCare Service Plan

AppleCare Protection Plan

AppleCare Protection Plan for iPhone

AppleCare Protection Plan for iPad

AppleCare Repair Agreement

AppleCare Parts Agreement

Bomgar Remote Support Software

AppleCare Premium Service and Support Plan Terms and Conditions

AppleCare Technical Support Services Terms and Conditions

Remote Support Terms and Conditions

(Bomgar Software) (PDF)

Terms of Service

Web Site Terms and Conditions of Use

Apple Print Services Terms of Use

Apple Print Services Sales Policies & Ordering Information

MobileMe Terms of Service

iWork.com Public Beta Terms of Service

One to One Terms and Conditions

ProCare Terms and Conditions

iChat Account Terms of Service

iTunes Store Terms of Service

iTunes Store Gift Certificates and Allowances Terms and Conditions

iTunes Store Terms of Sale

Discussions Terms and Conditions

Repair Terms and Conditions

iPhone Service

Retail Store Service

General Service (English)

General Service (Dutch)

General Service (Spanish)

General Service (Italian)

General Service (Japanese)

General Service (German)

General Service (Swedish)

General Service (French)

Express Replacement Service for iPhone

In Warranty Terms and Conditions

Out of Warranty Terms and Conditions

Training Service Terms and Conditions

Policies

f. The use does not show Apple or its products in a false or derogatory light.

3. Publications, Seminars, and Conferences: You may use an Apple word mark in connection with book titles, magazines, periodicals, seminars, or conferences provided you comply with the following requirements:

a. The use is referential and less prominent than the rest of the title. Acceptable: XYZ CONFERENCE for Macintosh Computer Users

b. The use reflects favorably on both Apple and Apple products or technology.

c. Your name and logo appear more prominent than the Apple word mark on all printed materials related to the publication, seminar or conference.

d. The Apple logo or any other Apple-owned graphic symbol, logo, icon or image does not appear on or in the publication or on any materials related to the publication, seminar, or conference without express written permission from Apple.

e. A disclaimer of sponsorship, affiliation, or endorsement by Apple, similar to the following, is included on the publication and on all related printed materials: "(Title) is an independent (publication) and has not been authorized, sponsored, or otherwise approved by Apple Inc."

f. A trademark attribution notice is included in the credit section giving notice of Apple's ownership of its trademark(s). Please refer to the section below titled "Proper Trademark Notice and Attribution."

4. Web Sites: Web sites that serve only as noncommercial electronic informational forums concerning an Apple product or technology may use the appropriate Apple word mark, provided such use complies with the guidelines set forth in Section 3 above.

5. Apple Web Badge Licensing Program: Web sites may use one of the Apple Web Badges if the site uses or was created using Apple-branded hardware or software and you comply with the terms of the Apple Web Badges License Agreement and Guidelines. For licensing information on the Apple Web Badges Licensing Program refer to Apple's web site at www.apple.com/about/webbadges.

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1. Company, Product, or Service Name: You may not use or register, in whole or in part, Apple, iPod, iTunes, Macintosh, iMac, or any other Apple trademark, including Apple-owned graphic symbols, logos, icons, or an alteration thereof, as or as part of a company name, trade name, product name, or service name except as specifically noted in these guidelines.

2. Apple Logo and Apple-owned Graphic Symbols: You may not use the Apple Logo or any other Apple-owned graphic symbol, logo, or icon on or in connection with web sites, products, packaging, manuals, promotional/advertising materials, or for any other purpose except pursuant to an express written trademark license from Apple, such as a reseller agreement.

3. Variations, Takeoffs or Abbreviations: You may not use an image of a real apple or other variation of the Apple logo for any purpose. Third parties cannot use a variation, phonetic equivalent, foreign language equivalent, takeoff, or abbreviation of an Apple trademark for any purpose. For example:

Not acceptable: Appletree Jackintosh Apple Cart PodMart

4. Disparaging Manner: You may not use an Apple trademark or any other Apple-owned graphic symbol, logo, or icon in a disparaging manner.

5. Endorsement or Sponsorship: You may not use Apple, Macintosh, iMac, or any other Apple trademark, including Apple-owned graphic symbols/logos, or icons, in a manner that would imply Apple's affiliation with or endorsement, sponsorship, or support of a third party product or service.

6. Merchandise Items: You may not manufacture, sell or give-away merchandise items, such as T-shirts and mugs, bearing Apple, Macintosh, iMac or any other Apple trademark, including symbols, logos, or icons, except pursuant to an express written trademark license from Apple.

7. Apple's Trade Dress: You may not imitate the distinctive Apple packaging, web site design, logos, or typefaces.

8. Slogans and Taglines: You may not use or imitate an Apple slogan or tagline.

For example: "Think different."

9. Domain Names: You may not use an identical or virtually identical Apple trademark as a second level domain name.

Unsolicited Idea Submission Policy

Privacy Policy

Trademark, Copyright and Intellectual Property

Trademark List

Copyright

Apple Web Badges

Piracy Prevention

Guidelines for Trademarks and Copyrights

FileMaker Legal Information

NeXT Trademark List

Training and Certification Agreements and Policies

Legal Contacts

Export Compliance

Supplier Provisions

Not acceptable: "imac.com" "imacapple.com" "imac-apple.com" "podmart.com"

The Mac Trademark

1. You may not use the Mac trademark standing alone except to denote or refer to the Apple Macintosh product line.

2. You may use "Mac" in your product name, company name, trade name, or service name provided your name satisfies the following criteria:

a. Your product is not a computer, computer system, or operating system software.

b. Your product is Mac compatible or the third party business is associated with Mac based computers.

c. "Mac" is used in combination with another non-generic word.

Acceptable: MacVenus MacCharlie

Not acceptable: MacCharleston MacSales

d. "Mac" does not appear more prominently than the rest of the name in size, color, or typeface.

e. Your name does not suggest a false association with Apple.

f. Your name is not confusingly similar to any trademark owned or used by Apple.

g. You acknowledge that Apple is the sole owner of the "Mac" trademark and that you will not interfere with Apple's use or registration of "Mac" alone or in combination with other words.

h. If you are an Apple Authorized Reseller or member of an Apple program, you may be subject to additional restrictions.

Rules for Proper Use of Apple Trademarks

1. Trademarks are adjectives used to modify nouns; the noun is the generic name of a product or service.

2. As adjectives, trademarks may not be used in the plural or possessive form.

Correct: I bought two Macintosh computers.

Not Correct: I bought two Macintoshes.

3. An appropriate generic term must appear after the trademark the first time it appears in a printed piece, and as often as is reasonable after that. Suggested generic terms are provided in the Apple Trademark List which is posted on the Apple web site at:
www.apple.com/legal/trademark/appletmlist.html.

4. Always spell and capitalize Apple's trademarks exactly as they are shown in the Apple Trademark List. Do not shorten or abbreviate Apple product names. Do not make up names that contain Apple trademarks.

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1. Distribution Within the United States Only

a. On product, product documentation, or other product communications that will be distributed only in the United States, use the appropriate trademark symbol (TM, SM, ®) the first time the Apple trademark appears in the text of the advertisement, brochure, or other material.

b. Refer to the Apple Trademark List for the correct trademark symbol, spelling of the trademark, and generic term to use with the trademark. Generally, the symbol appears at the right shoulder of the trademark (except the Apple Logo, where the logo appears at the right foot).

c. Include an attribution of Apple's ownership of its trademarks within the credit notice section of your product, product documentation, or other product communication.

Following are the correct formats:

_____ and _____ are registered trademarks of Apple Inc.

_____ and _____ are trademarks of Apple Inc.

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a. Do not use trademark symbols on products, product documentation, or other product communications that will be distributed outside the United States.

b. Use one of the following international credit notices:

_____ is a trademark of Apple Inc., registered in the U.S. and other countries.

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1. Endorsement or Sponsorship: Apple does not support the use of its logos, company names, product names, or images of Apple products by other parties in marketing, promotional or advertising materials as their use may create the perception that Apple endorses or sponsors the product, service or promotion.

2. Compatibility: If you are a developer, you may show an image of an Apple product in your promotional/advertising materials to depict that your product is compatible with, or otherwise works with, the Apple product or technology, provided you comply with the following requirements:

a. Your product is in fact compatible with, or otherwise works with, the referenced Apple product.

b. The image is an actual photograph of the genuine Apple product and not an artist's rendering (Note: You must obtain express written permission from Apple before using any photograph owned or licensed by Apple).

c. The Apple product is shown only in the best light, in a manner or context that reflects favorably on the Apple products and on Apple Inc.

d. The reference to Apple does not create a sense of endorsement or sponsorship by, or other false association with, Apple or Apple products.

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Updated January 11, 2007 by the Apple Legal Team - applelm@apple.com